CARRIERS—REFRIGERATOR CARS—REFUSAL TO FURNISH—TENDER OF FREIGHT.—ATLANTA COAST LINE R. CO. v. GERATY, 166 FED. 10.—*Held,* that where the plaintiff, owning a farm in a truck region, was induced to plant a large quantity of cabbages by the assurance of the defendant railroad company that refrigerator cars would be furnished to transport the cabbage to market, which it refused to do on reasonable demand, the plaintiff was entitled to recover for unharvested cabbages which spoiled because of the defendant's refusal to furnish refrigerator cars, the plaintiff after such refusal not being bound thereafter to tender the cabbage for shipment. Waddill, D. J., *dissenting.*

A common carrier is bound to furnish suitable care as required by the shipper upon reasonable notice and tender of the goods, whenever it can do so without jeopardizing its other business and it is liable for refusing to transport such freight. *Chicago, St. L. & P. Ry. Co. v. Wolcott,* 141 Ind. 267; *Strough v. New York Cent. & H. R. R. Co.,* 181 N. Y. 533; *Newport News & M. V. R. R. Co. v. Mercer,* 96 Ky. 475; *Ayres v. Chicago & Northwestern Ry. Co.,* 71 Wis. 372. But the few cases on the question whether a shipper can recover damages without proof of tender of freight are in conflict. In *Houston, E. & W. T. Ry. Co. v. Campbell,* 91 Tex. 551, it is held that, after a carrier has refused to furnish transportation, the shipper is not bound to prepare and offer his freight in order to become entitled to damages for the refusal. *Contra*: *Little Rock & Ft. Scott Ry. Co. v. Conatser,* 61 Ark. 560, holds that damages cannot be recovered without proof that the freight had been tendered.

CONTRACTS—LEGALITY—RESTRAINT OF TRADE.—FLOWERS & PEAGLER v. W. T. SMITH LUMBER CO., 47 So. 1022 (ALA.).—*Held,* that a contract between two lumber companies by which each company is to be confined in its operations to one side of a line drawn through two counties for a distance of over twenty miles, is invalid, as in restraint of competition; and is not validated by conveyances of land separating their ownership in accordance with the contract.

The early rule of the common law was that contracts in general restraint of trade are void without regard to circumstances. *Diamond Match Co. v. Roeber,* 106 N. Y. 473. Contracts in partial restraint of trade as to particular persons or places or for a limited time are valid if founded upon a good consideration and reasonable in their operation. *McCurry v. Gibson,* 108 Ala. 451; *Hedge, Elliott & Co. v. Lowe,* 47 Iowa 137. The courts have stated the true test to be whether the restraint is such only as to afford a fair protection to the interests of the party in favor of whom it is given and not so large as to interfere with the interests of the public. *Horner v. Graves,* 7 Bing. 735 (Eng.). But the courts are looking more and more to the nature of the entire transaction and to the character and reasonableness of the protection afforded the contractee than to the time or geographical limitations which may be fixed. *Eddy, Law of Combinations,* Vol. II, p. 818.